

Martin F Casey  
**CASEY & BARNETT, LLC**  
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 New York, New York 10018  
 (212) 286-0225  
 Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK**

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 D.J. GIANCOLA EXPORTS, INC. X

Plaintiff,  
 - against -

PAC INTERNATIONAL LOGISTICS CO.

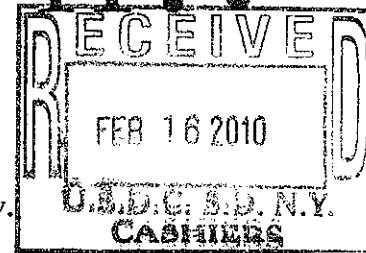
Defendant.  
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 X

Plaintiff, by its attorneys, CASEY & BARNETT, LLC, as and for its Complaint, alleges upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.
2. Jurisdiction and venue are predicated upon 28 U.S.C. § 1333.
3. Plaintiff, D.J. GIANCOLA EXPORTS, INC., is a corporation with a place of business located at 4317 East Genesee Street, Syracuse, New York 13214 and is the cargo shipper and owner of a consignment of machinery, as more fully described below.
4. Defendant, PAC INTERNATIONAL LOGISTICS CO (hereinafter "PAC") is a corporation with a place of business located at 12801 South Figueroa Street, Los Angeles, California 90061, was and is doing business in this jurisdiction directly and/or through an agent, and at all times was acting in the capacity of a non vessel owing common carrier.

*JUDGE COTE*

**10 CIV 1177**



**COMPLAINT**

5. Plaintiff was the shipper, owner and/or assured of the consignment hereinbelow described and brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

6. In April 2009 plaintiff contracted with PAC to transport a consignment of machinery from the Port of New York to San Salvador, El Salvador via Santo Tomas de Castilla, Guatemala.

7. On or about April 30, 2009, 11 pieces of machinery, laden in containers ZCSU835315-4 and ZCSU601916-9 were delivered by plaintiff to defendant PAC in Syracuse, New York for transit the Port of New York.

8. On or about May 8, 2009 the aforementioned containers were laden on board the vessel M/V ZIM SAN FRANCISCO in New York, New York for transportation to El Salvador pursuant to PAC bill of lading number SEXP9057001 dated on or about May 8, 2009.

9. The vessel arrived in Santo Tomas de Castilla, Guatemala on or about May 30, 2009 at which time the aforementioned containers were discharged.

10. On or about June 4, 2009, during subsequent inland transportation from Santo Tomas de Castilla, Guatemala to San Salvador, El Salvador the truck transporting container ZCSU 601916-9 overturned causing extensive damage to the machinery laden in the subject container.

11. The damage to the consignment of machinery was the result of the negligence, breach of contract and lack of care by defendants and / or their agents, without any negligence on the part of the shipper.

12. By reason of the foregoing, Plaintiff has been damaged in the amount of \$420,405.51, no part of which has been paid, although duly demanded.

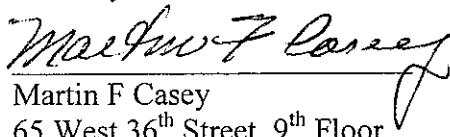
**WHEREFORE**, Plaintiff prays:

1. That process in due form of law may issue against Defendant citing it to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff against Defendant for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action; and
3. That this Court grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
February 16, 2010  
289-16

**CASEY & BARNETT, LLC**  
Attorneys for Plaintiff

By:

  
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